

Johnston CSD

Educ. Support Personnel

7/1/2006 6/30/2009

Johnston Community School District

5608 Merle Hay Road

Johnston, IA 50131

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PUBLIC EMPLOYMENT
RELATIONS BOARD

The Comprehensive Agreement
Between
The Johnston Community School District
And
The Johnston Educational Support Personal Association

Effective July 1, 2006-June 30, 2009



Excellence in Education

Index

<u>Article</u>	<u>Subject</u>	<u>Page</u>
I	Preamble	2
II	Recognition	3
III	Grievance Procedure	4-6
IV	Printing of Agreement	7
V	Notices	8
VI	Dues Deduction	9
VII	Evaluation Procedures	10
VIII	Job Classification	11
IX	Procedures for Staff Reduction and Recall	12
X	Transfers	13-14
XI	Seniority Provisions	15
XII	In-Service Training	16
XIII	Health Provisions	17
XIV	Safety Provisions	17
XV	Holidays	18
XVI	Work Year	19
XVII	Insurance	20-21
XVIII	Leave of Absence	22-23
XIX	Vacations	24
XX	Hours and Overtime Compensation	25
XXI	Salary and Benefits	26
XXII	Duration	27
XXIII	Salary Schedule	28-30
XXIV	Association Rights	30
XXV	Employer Rights	31

ARTICLE I

Preamble

The Johnston Community School District, also known as the "Employer" and the Johnston Educational Support Personnel Association, also known as the "Association", have reached certain understandings which they desire to confirm in this Agreement: therefore, it is agreed as follows:

ARTICLE II
RECOGNITION

A. Unit

The Employer hereby recognizes the Johnston Education Support Personnel Association, an affiliate of the Johnston Education Association, Iowa State Education Association and the Polk Uniserv Unit, as the certified and exclusive and sole bargaining representatives for personnel as set forth in the PERB certification instrument (Case 797) issued on the 24th day of August, 1976, and as amended by PERB Case 1202, June 8, 1978.

The Unit described in the above certification is as follows:

INCLUDED:

All support staff, including food service, bus drivers, library associates, teacher associates, custodians, bus associates, and study hall associates.

EXCLUDED:

Superintendent, principals, board secretary, administrative secretaries, high school guidance counselor's secretary, all professional employees, all Directors of Support Services and all those excluded by Section 4 of the Act.

B. Definitions

1. The term "Employer" as used in this agreement shall mean the Johnston Community School District or its duly authorized representatives.
2. The term "Employee" as used in this Agreement shall mean all Johnston Educational Support Personnel Association members represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association" as used in this Agreement shall mean the Johnston Educational Support Personnel Association or its duly authorized representatives or agents.

ARTICLE III
GRIEVANCE PROCEDURE

Section 1

Purpose

The purpose of this article is to provide for a mutually-acceptable method for the prompt and equitable settlement of Employee grievances and disputes over alleged violations of this Agreement. There shall be an attempt to resolve informally or at the earliest possible stage of all grievances. Informal settlements in any stage shall bind the immediate parties to the settlement but shall not serve as a precedent in any other grievance proceeding.

Section 2

A "grievance" is a claim by an employee or group of employees that there has been a misinterpretation, violation, or misapplication of any provision of this agreement.

Section 3

- a. Every employee covered by this agreement shall have the right to present grievances in accordance with these procedures.
- b. An aggrieved person may be represented at all levels of the grievance procedure by himself/herself or at the Employee's option, by a representative selected or approved by the Association. When an Employee is not represented by the Association, the Association shall have the right to be present at all levels as a party of interest.
- c. All meetings and hearings shall be conducted in PRIVATE and shall include only witnesses, the parties in interest, and their designated or selected representatives.
- d. The failure of an employee (or, in the event of an appeal to arbitration, the association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next level. The time limits, however, may be extended by mutual agreement. All time limits shall consist of calendar days.
- e. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instruction program and related work activities of the grieving employee, other employees, or the employer.

Section 4

a. First Level - Within ten (10) calendar days of the date of the alleged violation, the employee shall notify the principal or his/her immediate supervisor of his/her request for an informal discussion on the alleged grievance. The principal or immediate supervisor shall set a date and time for the informal discussion to be held not later than ten (10) calendar days after the notification.

b. Second Level - If the grievance cannot be resolved informally at Level 1, the aggrieved Employee shall file the grievance in writing. Official grievance forms can be obtained in all building offices. The grievance should be filed with the same supervisor as in level one within ten (10) calendar days from the date of the informal discussion. The supervisor shall at the time of receipt of the written grievance, set a time and date to discuss the matter.

The supervisor shall make a decision on the grievance and communicate it in writing to the employee and to the superintendent or his/her designee within ten (10) calendar days after the receipt of the written level 2 grievance.

The written grievance shall state the nature of the grievance, shall note the specific clauses of the agreement allegedly violated, and shall state the remedy requested.

c. Third Level - In the event a grievance has not been satisfactorily resolved at the second level, the aggrieved employee shall file, within seven (7) calendar days of the written decision at the second level a copy of the grievance with the superintendent. Within ten (10) calendar days after such written grievance is filed, the aggrieved and the superintendent shall meet to resolve the grievance. The superintendent shall file an answer within ten (10) calendar days of the third level grievance meeting and communicate it in writing to the employee and the Association. The employee is to notify the employer of his intention to proceed to arbitration within ten (10) calendar days after he has received an answer to his/her grievance from the superintendent.

d. Fourth Level - If the employee is not satisfied with the disposition of the grievance, there shall be available a level 4 consisting of binding arbitration. The parties will try to agree on an arbitrator. If they cannot agree, then either party may request the American Association of Arbitrators to recommend a list of five (5) arbitrators from which each party will strike two names. The Association striking first, and the remaining listed person shall serve as the arbitrator for the purpose of rendering a binding opinion to the parties. No grievance may be appealed to this stage without the approval of the JESPA.

The arbitrator's decision shall be in writing and shall set forth his/her find, reasonings, and conclusions on the issues submitted. The arbitrator's decision shall be made within fifteen (15) calendar days after the close of the arbitrator's hearings unless otherwise specified by the arbitrator. The arbitrator shall have no power to alter, add to, or detract from the specific provisions of the agreement.

Section 5

Other General Provisions

- a. No punitive action or negative recommendation shall be based on anyone's participation in a grievance procedure.
- b. Records of grievance procedures are not to be kept in employee's personnel file, but they may be kept in a separate grievance file.
- c. The aggrieved party may withdraw his/her written grievance at any level in the procedure.
- d. Grievances shall be handled as rapidly as justice will allow, but the number of days allotted for any level in the procedure may be extended by mutual agreement.
- e. In the event that a grievance is filed when the end of the school year would interfere with the processing of the grievance through all the levels and if the unresolved grievance would result in irreparable damage to a party in interest, the time limits set forth herein shall be reduced by mutual agreement so that the various levels may be exhausted prior to the end of the school year or not later than thirty (30) calendar days thereafter. Eleven (11) or twelve (12) month employees are excepted from this provision.
- f. Election of remedies - If the Association or any employee files any official claim or complaint in any form other than the grievance procedure of this agreement, then the employer shall not be required to process the same claim or set of facts through the grievance procedure.
- g. The fees and expenses of the arbitrator shall be borne equally by the employer and the Association. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE IV
PRINTING OF AGREEMENT

The employer shall print copies of this agreement. The employer shall print enough copies to provide a copy to the employees currently employed or hereafter employed, plus fifteen (15) copies for the use of the Association. Such printing shall be at the expense of the employer.

If the association desires additional copies, it shall indicate such need to the employer within thirty (30) days after the agreement is signed by all parties and shall pay the cost of printing such additional copies.

It is the employer's responsibility to provide new employees with a copy of the master contract on the date of employment.

ARTICLE V

NOTICES

Whenever a notice is required to be given by either of the parties to this Agreement to the other, they shall do so by certified letter or other mutually agreed methods of communication, as follows:

- a. If the notice is to be given by the employer to the association:

Polk Suburban UniServ Unit
777 3rd Street, Suite #114
Des Moines, IA 50309

- b. If the notice is to be given by the association to the employer:

Johnston Community School District
P.O. Box 10
Johnston, Iowa 50131

ARTICLE VI
DUES DEDUCTION

A. Policy on Dues Deduction

Authorization

1. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the employer an assignment authorizing payroll deduction of Association dues.

Regular Deduction

2. Employees shall have one-tenth (1/10) of the total dues deducted from regular salary checks each month beginning in September of each year.

Prorated Deduction

3. Employees, who begin dues deduction after September 30, will have the total dues prorated on the basis of the remaining months of employment. No employee may request dues deduction, tax-sheltered annuities, or credit union deduction via payroll deduction after February 1 of the current contract year.

Duration

4. Such dues deduction authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the employer and association. Association dues will be made by payroll deduction until such time that a request is made in writing from the employee to discontinue such deductions.

Transmission of Dues

5. The employer shall transmit to the Association the total monthly deduction for dues within ten (10) days following each regular pay period, and a listing of the employees for whom the deduction was made.

Costs to Association

6. No costs shall be assessed to the Association for the dues collection process.

Employer Liability Exemption

7. The Association agrees to indemnify and hold harmless the Employer, the Board, and the Board's authorized representatives, from any and all claims, costs, suits or other forms of liability that might arise out of the Employer agreeing to make dues deduction on behalf of the Association.

Other Payroll Deductions

8. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for savings bonds, insurance covered by the contract, tax-sheltered annuities, ISEA or Polk County School Employees' Credit Unions.

Payroll deductions shall be transferred to the specified institution in a timely manner.

ARTICLE VII

EVALUATION PROCEDURES

1. All new employees shall be formally evaluated at least once a year in each of the employee's first two (2) years of employment by the building principal, associate principal, dean, department director, assistant director or production manager. This process will include one formal observation. All evaluators will complete a state-approved or district-approved evaluation training program.

2. All other employees, except those referred to in Section 1 above shall be formally evaluated at least once every other year completed by April 15th. This process will include one formal observation. The principal and/or department director may schedule other formal evaluations at any time. Employees may request an additional, formal evaluation by making a written request to the building principal or department director prior to February 1st in any year and such additional, formal evaluation shall be made by the building principal, associate principal, or department director.

3. Evaluation of employees by the employer shall not be limited in any way at other times of the year, nor in any manner. The employer may evaluate through general observance, other written methods, verbal communications, or other methods, or a combination of methods the employer so chooses.

4. A copy of the written, formal evaluation shall be given to the employee. Both the employee and the employer shall sign the evaluation and forward a copy to be kept in the employee's personnel file. The employee shall have the right to respond to the written evaluation in writing and have the response placed in his/her file. The employee's signature on the written evaluation shall in no way signify agreement with the evaluation and shall serve only as an acknowledgement. If a non-probationary employee does not agree with the employer's evaluation, the employee may request a review of his/her performance utilizing a team approach. This request must be made in writing to the evaluator within five (5) days of receipt of the final evaluation. The review team shall consist of two individuals--the evaluator and a Johnston School District administrator--mutually agreed upon by the employee and the evaluator. If mutual agreement cannot be reached, the superintendent or his/her designee shall appoint the administrator for the team review. After the review, the employee may grieve the evaluation.

The evaluation will be sustained unless it is not based on the procedures of this article or is without basis of fact.

5. A consistent evaluation form shall be used for all departments across the district. Any changes to the form will be mutually agreed between the district and the Association.

ARTICLE VIII

JOB CLASSIFICATION

Full-time Employees:

A full-time employee is one whose regular paid job assignment or paid work duties total thirty (30) or more hours per week.

Part-time Employees:

A part-time employee is one whose paid job assignment or paid work duties total less than thirty (30) hours per week.

Additional Explanation:

No part-time employee temporarily working more than thirty (30) hours per week shall be classified as a full-time employee during that temporary work assignment.

Temporary in the above paragraph is intended to mean that time period an employee may work outside his/her regular work assignment. Existing employees shall be paid for temporary work assignments at the higher rate of the two positions following a consecutive two (2) week period of work.

Summer Work Employees:

Employees covered under this agreement during the regular school year and work as summer help during the time school is not in session in a different capacity than their regular school year employment, would be paid at the rate of eighty (80) percent of the top step in the appropriate salary classification or the hourly rate of pay received in the school year previous to the summer employment, whichever is greatest.

ARTICLE IX
PROCEDURES FOR STAFF REDUCTION AND RECALL

DEFINITION

A reduction in staff is a lay off of employees who may be eligible for recall in the future.

A recall is the resumption by an eligible, former employee of employment in the Johnston Community School District.

1. Procedures for Reduction in Staff

When the working force is to be reduced, the employee with the least seniority in the department to be affected shall be laid off first. Further layoffs shall be in reverse order of the order of hiring within that department. Any probationary employees shall be the first to be laid off within the department.

The Employer shall furnish to the employees to be laid off, written notice of the intent to reduce staff at least thirty (30) days prior to the layoff date. Such written notice shall include reasons for layoff.

2. Procedures for Recall

When job openings occur within fifteen (15) calendar months of layoffs, any employees who have been laid off and who are qualified for the job opening, shall be recalled in reverse order of layoff. If an employee fails to answer the recall notice within ten (10) calendar days, he or she shall forfeit all recall rights. Notification of recall shall be by certified letter to the employee's address of record on file in the central office.

Any employee recalled shall retain the amount of seniority that was accumulated at the time of layoff and shall conform to the provision of Article XI, Breaks In Service.

3. Private or Contracted Services

Should the Employer consider private or contracted services now done by any support personnel, the Association will be included on any discussions.

ARTICLE X

TRANSFERS

DEFINITION

The movement of an employee from one building, department classification, route or other designated work assignment on a permanent work assignment basis, shall be considered a transfer.

Voluntary Transfers

1. Employees desiring a change to any available, open position for which they are qualified, should submit a written request for transfer to the superintendent, or his/her designee, via his/her immediate supervisor.
2. Employees who voluntarily transfer from one salary classification to another will enter the new classification at the step closest to their current salary.

Involuntary Transfers

1. An involuntary transfer may be made at any time as a result of a change in programming, a change in the number of pupils in an attendance area, resignation of staff, school building construction programs, or Board approved program notifications.
2. An involuntary transfer shall be made only after a meeting has been held between the employee involved and the superintendent, or his/her designee.
3. Employees who are involuntarily transferred from one salary classification to another will move laterally, and occupy the same salary step in the new classification that they occupied in their previous salary classification.

Procedures

1. An employee involuntarily transferred shall be notified of such transfer as soon as possible, but no later than ten (10) days before such a transfer is made unless an emergency situation dictates otherwise.
2. A written statement explaining the reasons for the involuntary transfer shall be presented to the employee with a notice of the transfer.
3. Notices of job openings shall be posted for a period of five (5) working days on an employee bulletin board in each building.
4. Voluntary, qualified transfers shall take precedence over involuntary transfers for the position available.
5. Available transportation routes will be defined and communicated by the district to employees through a posting. All new and/or open bus routes and summer routes shall be posted for five (5) working days. All drivers can bid and the route will then be assigned to the most senior driver. An open route is one that becomes available due to transfer, retirement, layoff or development of a new route. A new route is a route established to reduce student numbers and/or the amount of time a current route consumes. A route revised affecting more than fifty percent (50%) of the student count of a current route will be offered first to the driver of the affected route.

Appeals

In the event that the employee objects to an involuntary transfer on the basis of the reasons provided to the employee, the employee may appeal the involuntary transfer within twenty (20) calendar days of the meeting listed in # 2 of the involuntary transfer language. The appeal should be directed to the superintendent, or his/her designee, who shall meet with the employee and discuss the matter.

ARTICLE XI
SENIORITY PROVISIONS

DEFINITION

Seniority means a regular, full-time or part-time employee's length of employment in the Johnston Community School District. Seniority provisions of this article do not apply to employees hired on a substitute basis.

Probation

A new employee to the district shall serve a probationary period of one (1) year during which he or she may be terminated, disciplined, laid off, or suspended for any reason and such action shall not be subject to review of the grievance procedure.

Posting

In the month of October each contract year, the employer shall post on employee bulletin boards a seniority list showing the continuous employment record of each employee in each department and an overall continuous employment record of each employee since his or her date of hire.

Date of Hire

The date of hire of each employee shall be determined as the first day of work performed by the employee.

Breaks in Service

An employee's seniority record shall be broken by voluntary resignation, discharge or by retirement. An employee's seniority record shall not be broken by a reduction in staff or layoff for a period of fifteen (15) months.

Seniority shall be determined by department and shall operate within the following departments:

Teacher Associates	Transportation
Secretary Associates	Library Associates
Custodians	Study Hall Supervisors
Food Service	Middle School Counselor Secretary
Severe & Profound Associates	Health Associate
Lunchtime Supervisors	Interpreter

ARTICLE XII

IN-SERVICE TRAINING

- A. In-service training is defined as training provided by the employer to employees during the service year.

An in-service advisory committee, to include both administrative and employee representation, shall be appointed by the employer for the purpose of making recommendations for improvement of the District's in-service training program.

Such recommendations to the District emanating from the advisory committee shall be given consideration within the constraints of content, timing, and budgeting considerations.

- B. Continuing Education

The employer encourages all employees to seek out opportunities for professional improvement. An employee shall submit written requests for such professional improvement opportunities to his/her appropriate, immediate supervisor for approval. Initially, any costs associated with these professional improvement opportunities shall be paid by the employee.

- C. Reimbursement

The employer shall reimburse employees for approved expenses related to professional improvement as described above, a maximum of \$300.00 per master contract year and such reimbursement shall be limited to tuition, books, course materials and supplies, and transportation outside the school district.

ARTICLE XIII
HEALTH PROVISIONS

Physical Fitness - New Employees

New employees are required to file a medical examination report with the central administration office before reporting for duty in the Johnston Community School District. The employee must pay the cost of the examination, which is given by a physician of the employee's choice and reported on a form provided by the employer.

Physical Fitness - Continuing Employees

The Employer shall pay up to \$65.00 for employees who are required to have physical examinations on an annual basis.

It is understood that the employee must first submit charges for physical examinations to the insurance carrier in affect at the time of the claim. The employer shall reimburse the employee, subject to the provision above, for out of pocket expenses above and beyond payments made by the insurance carrier.

ARTICLE XIV
SAFETY PROVISIONS

1. Free off-street parking facilities shall be provided to all employees where such parking facilities are available.
2. The Employer will make an effort to provide and maintain safe working conditions for the employees. The Association will cooperate in this effort and will encourage all employees to work in a safe manner.
3. Employees shall immediately report cases of assault suffered by the employee in connection with their employment to their immediate supervisor and to the Association. Such assaults shall be reported to the police by the employee if the employee wishes.
4. No employee shall be asked or required to search for a bomb in case of a bomb threat.
5. If an employee is required by the Employer to wear a uniform (food service excepted) or use protective clothing or any kind of protective device, such uniform or device shall be provided by the Employer.
6. The Employer may establish a no smoking, smoke free environment policy in all school buildings and on school grounds.

ARTICLE XV

HOLIDAYS

A. The following holidays will be paid to all personnel covered by this agreement, providing the employee's contract of employment covers the period of indicated holidays:

New Year's Day
Memorial Day
July 4th (12 month employees only)
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

B. Current personnel, who are employed during the summer months, shall receive the July 4th holiday as if he/she were a twelve-month employee.

C. If an employee is required to work on a designated holiday, he or she shall be paid at a time and one half rate. Whenever any holiday falls on a Saturday, the previous Friday shall be observed. If a holiday falls on a Sunday, the following Monday shall be observed. If a holiday falls on an employee's regularly scheduled day of vacation, he or she shall be compensated with an additional day off.

D. Optional Holidays - (12 month employees only)

1. There shall be one day for an "optional holiday" selected by the employees that can be used in conjunction with another holiday. This holiday shall not be taken on a school day when students are in attendance.

2. The holiday will be selected by the employee and approved by the immediate supervisor ten (10) working days prior to the holiday requested.

3. Should there be some scheduled event such as a ball game that will be in a given building on this selected holiday, then two persons must be present to take care of the affair. Working at such an event will be the option of the senior men/women in that building. If such a conflict should come about, the two persons on duty shall have another day selected by them for their "optional holiday".

E. Christmas Eve--Flexible hours on December 24 may be arranged at employee's discretion. Such requests must be made at least 24 hours before assigned times to the Director of Buildings and Grounds or his/her designee.

ARTICLE XVI

WORK YEAR

1. Custodian - (12 months)

The work year shall consist of the actual workdays in any contract year and shall include holidays and vacations.

2. Secretarial, Library and Teacher Associates, Study Hall Supervisors and Health Associates

a. "School Year Employment"

The work year for this group shall consist of 180 days of student school days, seven (7) work and six (6) paid holidays for a total of 193 days.

b. "Ten Month Secretarial Associates and Middle School Counselor Secretary"

The ten month work period for these persons will commence approximately ten (10) work days before school starts and shall consist of 180 days of student school days, twenty-two (22) work days, and six (6) paid holidays for a total of 208 days.

c. Lunchtime Supervisors

The work year shall consist of 180 student days plus six (6) paid holidays, for a total of 186 days.

3. Food Service Personnel

The work year for this group shall be:

a. Head Cooks and General Cooks:

180 student days, two (2) workdays, two (2) in-service days, and six (6) paid holidays for a total of 190 days.

b. All other food service personnel: 180 student days, two (2) in-service days, and six (6) paid holidays for a total of 188 days.

4. Transportation

The work year shall consist of 180 student days and six (6) paid holidays for a total of 186 days. In addition, three (3) in-service days and/or two (2) work days may be required by the employer. These in-service days may be of varying lengths of time and all personnel will be paid for the actual time worked on these required in-service days. The three (3) in-service days and two (2) workdays will not be a part of the 186 contract work days.

5. Convalescent Home routes and kindergarten routes are excepted from the 186-day work year as these vary from year to year. The three (3) in-service days and two (2) work days provision does apply to Convalescent Home and kindergarten routes and shall be paid as described in subsection 4 above.

6. If transportation personnel are needed to assist with bus inspections, said personnel would be paid their hourly rate.

7. The general descriptions of "work year" are meant to be illustrative of the normal full-time contracts. Nothing in these descriptions shall prevent the Employer from exercising its sole discretion in part-time work assignments.

ARTICLE XVII

INSURANCE

A. HEALTH, MAJOR MEDICAL, LONG-TERM DISABILITY, AND LIFE

1. Each eligible employee shall be covered by a health and major medical program. Such program will be a Preferred Provider plan with a \$200 single, \$400 family deductible and 90/10 or 80/20 co-insurance. Maximum out-of-pocket will be \$500 single and \$1,000 family. Coverage shall include pre-authorization. Each employee shall contribute one dollar (\$1) per month for the employee's single rate premium for the health and major medical program.
2. The Employer shall contribute Eighty Dollars (\$80) toward the family plan per month.
3. Each employee shall be covered by a long-term disability insurance program paid for by the Employer in full.

B. DENTAL INSURANCE. Each employee shall be covered by a dental insurance plan paid for by the Employer not to exceed Fourteen Dollars (\$14) per month.

1. Deductible

- Routine oral examinations - None
- Basic dental treatment and orthodontia - \$25 per calendar year.

2. Co-insurance

- 100% of usual and customary charges for Routine Oral Examination
- 80/20% of usual and customary charges for Basic Dental Treatment
- 50/50% for prosthetic service, including crowns, bridges and gold
- 50/50% for covered charges for procedures, appliances or treatment necessary to increase vertical dimension and/or restore or maintain occlusion
- 50/50% orthodontia, for dependent children only, up to age 19

3. Maximum Payment

- \$1000 per calendar year - Orthodontia
- \$1,000 per calendar year - Basic and Routine Dental

The dental insurance plan shall permit an employee to purchase coverage for spouse and dependent children at the employee's expense.

C. Life Insurance. Each employee shall be covered by \$20,000 of life insurance. If at least twenty-five (25) employees elect to purchase supplemental life insurance, up to an additional \$20,000 of supplemental life insurance (in increments of \$10,000) can be purchased by the employee at the employee's expense with medical evidence; provided, however, that if more than 75% of the bargaining unit elects to take such coverage, then supplemental life insurance can be purchased without medical evidence. The premium may be deducted from the employee's salary.

D. Coverage. The Employer-provided insurance programs shall be for twelve (12) consecutive months beginning July 1 in each year of the Agreement.

1. For health, major medical, dental, life and long term disability insurance plans, "employee" means full time persons who are regularly scheduled to work at least thirty (30) hours per week.

E. Insurance Duration. Upon appropriate authorization from the employee, the Employer shall deduct an employee's contribution to insurance under this article.

F. Selection of Carriers. The School District shall notify the Association of carriers of employee-related insurance. If a change in carrier is being considered, the Association will be asked for recommendations and information, but any change and selection of insurance carrier remains the prerogative of the Board.

G. Insurance Committee. The Insurance Committee shall consist of three (3) members appointed by the Association and three (3) administrators or board members appointed by the Employer. The Director of Business Affairs shall serve as Chairperson of the Committee. The Committee shall organize on or before October 1.

H. Committee Report. The Committee shall make recommendations to the Employer and the Association not later than May 1st. The recommendations shall address, without limitation, the following:

1. Medical plan design
2. Quality Care
3. Cost Containment

ARTICLE XVIII
LEAVE OF ABSENCE

a. Personal Illness

Employees shall be granted leave of absence for personal illness or injury with full pay at a rate of days per year as follows:

1. First year of employment	10 days
2. Second year of employment	11 days
3. Third year of employment	12 days
4. Fourth year of employment	13 days
5. Fifth year of employment	14 days
6. Sixth year of employment	15 days

Exception

Twelve-month employees shall receive one (1) day per month for the months worked for the first, second and third year of employment. Otherwise as above.

The amount above shall apply only to consecutive years of employment in the school district and unused portions shall be cumulative to a total of one hundred and thirty-five (135) days. The employer may request medical proof from an employee absent for more than three (3) consecutive days due to personal illness or injury prior to the employee receiving pay for sick leave.

b. Bereavement Leave

Employees shall be granted leave of absence at full pay for death in the immediate family and other relatives as follows:

Five to Ten Days Total

Five (5) days for death of spouse or child
Five (5) days for death of mother or father
Five (5) days for death of brother or sister
Five (5) days for death of stepmother or stepfather
Five (5) days for death of stepchild
Five (5) days for death of Grandparent, Grandchild, or step grandparents
Five (5) days for death of in-laws (mother, father, brother, sister, son, daughter.)
Five (5) days for death of aunt, uncle, niece, nephew

The total amount of leave under this category shall not exceed ten (10) days per year.

Other Bereavement Leave

An employee shall be granted one (1) paid day per year to attend the funeral of a friend. Application for permission to attend the funeral shall be made in advance to the appropriate supervisor. This leave may be used in half-day increments upon the supervisor's approval.

C. Other Leave Provisions

Employees shall be granted leave of absence at full pay for the following:

1. Family Illness Leave

May be used to the extent of three (3) days per school year for illness in the immediate family. Immediate family shall mean parents, stepparents, grandparents, brothers, sisters, spouse, children, stepchildren, grandchildren, father-in-law, mother-in-law, sister-in-law, or brother-in-law of the Employee. Use of family leave will also result in deduction from personal illness leave.

2. Emergency Leave

One (1) day per year. Emergency leave may be used in addition to bereavement leave and personal leave, and may be used only for disaster (such as personal injury accident, property damage accident, a personal business emergency which cannot be handled during non-school hours, or Act of God), subpoena or court appearances. Emergency leave can be used for family illness of family illness leave has been exhausted.

a. Immediate family shall mean the same as defined in Article XVIII C-1.

b. Employees with zero can use one (1) personal day as an emergency day without two (2) days' notice.

c. Employees with five (5) years and over experience can have two (2) days' emergency leave

3. Personal Leave

One (1) day per year accumulating to a maximum of three (3) days used in any one year. No reasons must be given on request for personal leave, however, the employee agrees to give at least two (2) working days notice prior to taking any personal day. The maximum number of employees that may be granted personal leave shall be determined by departments as they are defined in Article XI. In the Transportation, Food Service and Custodial Departments, a maximum of two (2) may be granted personal leave on the same day. A maximum of three (3) JESPA personnel may be granted personal leave on the same day in all other departments.

4. Other Provisions

Full-time employees upon request to the supervisor or principal may leave one (1) hour early or arrive one (1) hour late from regular duties twice a year, for doctor's or dentist's appointments or other personal business which cannot be scheduled any other time, without deduction from personal leave. This provision can be used in one-half (1/2) hour increments.

ARTICLE XIX

VACATIONS

- A. Twelve (12) month employees shall receive the following vacation periods after completing the years of service below:

Length of Employment	Days Paid Vacation
One Year	10 Days
Two Years	11 Days
Three Years	12 Days
Four Years	13 Days
Five Years	14 Days
Six Years	15 Days
Seven Years	16 Days
Eight Years	17 Days
Nine Years	18 Days
Ten Years	19 Days
Eleven Years and beyond	20 Days

Twenty-five (25) percent of employees may be on vacation at the same time during the entire year. Administrators will make arrangements to provide subs so that anyone eligible for vacation can have that vacation. Employees shall give written notice to their supervisor for approval who, in return, will provide the employee with their vacation approval within three (3) days. Where there is a conflict in requested vacation times, the selection preference shall be determined by two factors. First priority is the date the supervisor receives the request. Second priority, if dates of requests are the same, seniority will be the determining factor. Vacation pay shall be at the regular rate and will be paid on regularly scheduled paydays.

Any employee who is laid off, or who retires, prior to taking his/her vacation, shall be compensated for the unused vacation time accumulated.

Employees fired or discharged during the year shall not be eligible for vacation pay.

Vacation time may be taken in one-half (1/2) day increments.

A prorated portion of vacation time will be earned by all 12-month employees hired within the last year between a person's hire date and July 1. In addition, all twelve (12) month employees will be allowed to carry over no more than one half of the annual earned amount of vacation time for that year for six (6) months. If the carried-over vacation time is not used within six (6) months (i.e. by January 1 of the next year), the employee will forfeit the carried-over vacation time.

ARTICLE XX

HOURS AND OVERTIME COMPENSATION

1. Hours

a. Custodian

The normal work hours for custodians who begin work before 12:00 PM (noon) shall be eight (8) hours per day exclusive of the 1/2 hour lunch period. The normal work hours for custodian who begin work 12:00 PM (noon) or later shall be eight (8) hours per day inclusive of the 1/2 hour lunch period. Each work day for all custodian shall include two (2) fifteen (15) minute rest breaks approximately mid-way through a four (4) hour work period.

b. Secretarial Associates, Library Associates, Teacher Associates, Study Hall Supervisors, Health Associates, and Middle School Guidance Counselor Secretary

The normal work hours for this group shall be seven and one-half (7 1/2) hours per day exclusive of the 1/2 hour lunch period. Each workday shall include two (2) fifteen (15) minute rest breaks approximately mid-way through a four (4) hour work period.

c. Lunchtime Supervisors

The normal workday for this group shall be two and one-half (2 1/2) hours per day.

d. Transportation

The normal workday for this group shall be three (3) hours per day transporting children to and from school and bus maintenance

e. Food Service Personnel

The normal workday for this group shall be six and one-half (6 1/2) or seven (7) hours per day inclusive of the 1/2-hour lunch period. There shall be one (1) fifteen (15) minute rest break during this total work period.

2. Overtime Compensation

Comp time must be taken during a pay period immediately following the previous pay period during which comp time was earned.

Individuals must give two (2) days notice prior to taking comp time.

ARTICLE XXI

SALARY AND BENEFITS

1. Credit for Experience

It shall be the sole and exclusive right of the employer to validate and give credit for previous work experience to new and existing employees relative to salaries and salary placement.

2. The District shall provide up to \$25.00 per year to be used at their discretion for payment of dues as for association with belonging to job related professional organizations.

3. Pay Period

Employees shall be paid once per month. The normal pay date will be the 19th day of each month.

Exception: When a pay date falls on or during a school holiday or weekend, employees shall receive their paychecks on the last previous working day.

4. Pay for Hours Worked

Employees shall be paid only for hours worked. Lunch periods shall not be counted as work hours, except as noted in Article XX, Section 1, subsection e

5. Shift Differential

Night custodians shall be paid for the 1/2-hour lunch period and such time be within the eight-hour night assignment.

6. Call In Pay

In an employee is called in to work by his/her supervisor during non-scheduled hours, the Employee is guaranteed a minimum of two (2) hours of pay for this work. If the hours are more than the minimum, the Employee will be paid for actual hours worked.

7. Other Provisions

Employees who are other than twelve (12) month employees shall be given the option prior to the September payroll to be paid hourly, exactly from the time sheet, or averaged over twelve (12) equal payments.

ARTICLE XXII

DURATION

1. Duration Period

This agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2009. This is a three (3) year contract for all articles except Article XVII—Insurance and Article XXIII—Salary Schedule. Articles XVII and XXIII shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2007.

2. Notification

Either party may give written notice to the other party between July 1, 2006 and January 15, 2007 to modify Article XVII—Insurance and Article XXIII—Salary Schedule. If no notice is given, this agreement shall remain in effect for one (1) additional year.

3. Signature Clause

In witness whereof the parties hereto have caused this agreement to be signed by their respective Presidents, attested by their respective Chief Negotiators, and their signatures placed thereon, all on the 9th day of May, 2006.

JOHNSTON EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION (Association)

By Alana J. Beck
Its' President

By Alana J. Beck
Its' Chief Negotiator

JOHNSTON COMMUNITY SCHOOL
DISTRICT (Employer)

By Jeff M. Thurnell
Its' President

By James A. Casey
Its' Chief Negotiator

ARTICLE XXIII

2006-07 SALARY SCHEDULE

Step	Library Associate	Teacher/ Secretarial Associate	Lunch Time Supervisor	S&P /Health Associate	Study Hall Supervisor	MS Counselor Associate	Interpreter
0	\$13.39	\$12.21	\$12.08	\$12.90	\$13.01	\$12.36	\$15.99
1	\$13.59	\$12.41	\$12.28	\$13.10	\$13.21	\$12.56	\$16.19
2	\$13.79	\$12.61	\$12.48	\$13.30	\$13.41	\$12.76	\$16.39
3	\$13.99	\$12.81	\$12.68	\$13.50	\$13.61	\$12.96	\$16.59
4	\$14.19	\$13.01	\$12.88	\$13.70	\$13.81	\$13.16	\$16.79
5-8*	\$14.59	\$13.41	\$13.28	\$14.10	\$14.21	\$13.56	\$17.19
9+**	\$14.79	\$13.61	\$13.48	\$14.30	\$14.41	\$13.76	\$17.39

Food Service

Transportation

Step	General Head Cook	Variable Hour Cook		Drivers	Associates	Mechanic
0	\$13.10	\$11.53		\$13.83	\$11.89	\$16.27
1	\$13.30	\$11.73		\$14.33	\$12.09	\$16.47
2	\$13.50	\$11.93		\$14.93	\$12.29	\$16.67
3	\$13.70	\$12.13		\$15.83	\$12.49	\$16.87
4	\$13.90	\$12.33		\$17.03	\$12.69	\$17.07
5-8*	\$14.30	\$12.73		\$17.43	\$13.09	\$17.47
9+**	\$14.50	\$12.93		\$17.63	\$13.29	\$17.67

Custodians

Step	Head Custodian	Night Custodian	Utility Custodian	General Custodian	Van Driver
0	\$16.06	\$14.86	\$15.21	\$14.86	\$13.56
1	\$16.26	\$15.06	\$15.41	\$15.06	\$13.76
2	\$16.46	\$15.26	\$15.61	\$15.26	\$13.96
3	\$16.66	\$15.46	\$15.81	\$15.46	\$14.16
4	\$16.86	\$15.66	\$16.01	\$15.66	\$14.36
5-8*	\$17.26	\$16.06	\$16.41	\$16.06	\$14.76
9+**	\$17.46	\$16.26	\$16.61	\$16.26	\$14.96

*Employees who have completed 5-8 years of employment in the district will receive an additional \$.40/hour.

**Employees who have completed 9 years or more will receive an additional \$.60/hour.

Mentors shall be paid \$250.00 each to a maximum of \$9,950.85 including FICA and IPERS.

Employee attending school improvement committee meetings outside the contracted day shall be paid at his/her normal hourly salary for time in attendance.

2006-07 Trip Payment

Field Trips - \$11.75 per hour, two hour minimum

Activity Trips - \$11.75 per hour, four hour minimum. This includes a two (2) hour minimum for dropping off and a two (2) hour minimum for picking up students. If a driver is required to be on call, the time will be compensated.

Contracted trips - \$11.75 per hour, two-hour minimum.

All extra transportation trips shall be assigned in descending seniority order, if the driver is at or under 40 total working hours (based on contracted and assigned trips) at the time the trip is assigned. No driver will be assigned more than one trip per day unless there are no drivers available for the trip. Assignment will continue to be based on descending seniority order including previously excluded drivers. Hours accumulated from assisting the department in covering routes and/or other assigned responsibilities will not be included in the 40 hours. If a driver has reached 40 hours (based on contracted and all assigned trips), he/she will initially be disqualified from the trip. If no driver is available for the trip, the drivers who originally requested the trip, but were disqualified due to overtime will be offered the trip in descending seniority order.

Kindergarten bus routes are considered to be 1/2 route, therefore, pay is one-half of base pay of the regular driver assigned to the Kindergarten route. Kindergarten route summer scheduling will be paid an hourly rate as per driver's base pay rate.

Special Education Routes - Convalescent Home - \$5 will be added to the regular base pay of the driver assigned to the route.

Supplemental Pay

A. Those custodians who have a valid engineer's or fireman's license shall be paid the following:

Fireman's License.....\$100.00 per year
Engineer's License.....\$140.00 per year

B. In the 2006-07 school year, those individuals who have obtained paraeducator certification shall be paid the following:

Level 1.....\$.25/hour
Level 2.....\$.40/hour

Verification of certification will need to be filed with the Human Services Department no later than September 15 for the Employee to earn the extra stipend.

C. Food service Employees who have obtained School Nutrition Association Certification (SNA) and/or National Restaurant Association ServeSafe Certification shall be paid the following:

SNA Certified.....\$.20/hour
NRA ServeSafe Certified.....\$.20/hour

Verification of each certification will need to be filed with the Nutrition Services Department prior to the start of the school year for the employee to earn the extra stipend(s).

D. Mechanics who hold a current ASE Certified School Bus Technician Certification with four (4) or more certification tests and those who hold a current ASE Certified Master School Bus Technician Certification will be paid the following:

ASE Certified School Bus Technician Certified.....\$1.00/hour
ASE Certified Master School Bus Technician Certified.....\$2.00/hour

ARTICLE XXIV

ASSOCIATION RIGHTS

1. The Association shall have the right to use building mailboxes for announcements relating to the conduct of the Association business or on behalf of the members of the bargaining unit.
2. The Association may use typewriters, mimeograph machines, duplicating equipment before or after school hours. The Association will pay for the cost of materials used.
3. The Association shall have the right to hold meetings on school district property after regular work hours. Time and place of meetings shall be arranged in advance with the building principal.
4. The Association may use bulletin board space in each school. Materials posted will only relate to the Association business.

ARTICLE XXV
EMPLOYER RIGHTS

The Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power duty and right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the School District.
3. Suspend or discharge employees.
4. Maintain the efficiency of governmental operations.
5. Relieve employees from duties because of declining enrollment or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the Employer.
8. Initiate, prepare, certify and administer the Employer's budget.
9. Exercise all powers and duties granted to the Employer by law.

The above Employer rights shall be in effect but shall not be exercised in a manner so as to violate any of the specific provisions of the Agreement.